

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

ILL. C. B. DOCKET NO. 01-0614
 Novacon File No. 1.0

12-4-01 *and*

ILLINOIS BELL TELEPHONE COMPANY)
) 01-0614
 Filing to implement tariff provisions related to)
 Section 13-801 of the Public Utilities Act.)

Direct Testimony of Robert W. Walker
on Behalf of Novacon LLC

Q. Please state your name and describe your professional background and experience.

A. My name is Robert W. Walker. I am the founder and president of Comsource, Inc., a telecommunications regulatory and technology consulting firm located at 22W343 Arbor Lane, Glen Ellyn, Illinois 60137. I have 41 years experience in the telecommunications industry with 33 of those years spent at Illinois Bell and Ameritech, predecessors in interest to a direct affiliate of SWBT. I have held a wide range of technical staff and management positions within Illinois Bell and Ameritech in the switching, transport and operational support systems ("OSS") areas. Prior to my departure from Ameritech, I held the position of Director of Transport Planning and before that Director of Transmission at Illinois Bell. Before that I was director of Technical Development for Ameritech Development Corporation. I established Comsource, Inc., in 1994.

1 Comsource's efforts are largely focused on assisting Competitive Local
2 Exchange Carriers ("CLECs") entering the telecommunications business
3 with technical and regulatory matters. Through Comsource, I have been
4 involved with more than 85 interconnection agreements, coast-to-coast
5 with every major U.S. incumbent telephone company, including all of the
6 RBOCs, Sprint, GTE, CenturyTel, Alltel, and Puerto Rico Telephone.

7
8 **Q. Please describe Novacon and the services that Novacon wishes to**
9 **provide.**

10 **A.** Novacon received licenses from the Illinois Commerce Commission in
11 Docket 99-0672 to provide local exchange and interexchange
12 telecommunications services within Illinois. As part of its business plan,
13 Novacon provides point-to-point direct access service to both end user
14 customers and carriers who may resell services to other customers.
15 Novacon does not provide switched services or voice traffic to customers.
16 Therefore, it is vital to Novacon's survival as a competitive
17 telecommunications carrier to ensure access to unbundled network
18 elements ("UNEs") as dedicated point-to-point circuits just like Ameritech
19 currently provides to itself and its customers (wholesale and retail) and to
20 CLECs under resale tariff.

21
22 **Q. Could you please preview your testimony?**

1 A. My testimony will demonstrate how Ameritech has misconstrued its
2 obligations under House Bill 2900 with respect to its proposed tariff that
3 purports to comply with Section 13-801 of the new Illinois Public Utilities
4 Act ("Act"). Ameritech's proposed tariff is narrowly tailored to include
5 voice and switched traffic only. Ameritech's tariff attempts to limit the
6 types of customers CLECs can provision service to and fails to allow data
7 CLECs such as Novacon to obtain services. Ameritech's definition of
8 "ordinarily combined" improperly limits the services that it proposes to
9 provide to CLECs. Moreover, Ameritech limits UNE offerings for data
10 services by mischaracterizing all dedicated services as "special access."

11
12 As written, Ameritech's proposed tariff is deficient regarding Ameritech's
13 obligations to provide pre-existing UNE combinations and new UNE
14 combinations, and it fails to mirror what Ameritech already provisions for
15 itself and its customers. Finally, the tariff improperly limits UNEs and
16 combinations that CLECs are already allowed by statute.

17
18 **Q. Has House Bill 2900 altered Ameritech's obligations to provide UNEs**
19 **and UNE combinations?**

20 A. Yes. Although I am not an attorney, my understanding with respect to
21 UNEs and UNE combinations is that Ameritech must provide
22 nondiscriminatory access to network elements on any unbundled or

1 bundled basis, at any technically feasible point on just, reasonable, and
2 nondiscriminatory rates, terms, and conditions. UNEs must be provided in
3 a manner that allows a requesting carrier to combine those elements to
4 provide a telecommunications service. Furthermore, the Act states that
5 upon request Ameritech must "combine any sequence of unbundled
6 network elements that it ordinarily combines for itself, *including but not*
7 *limited to*, [UNEs identified in 220 ILCS 5/13-801(d)(3)]". Emphasis
8 added. It is important to note that the Act provides an "open" list --
9 Ameritech can be required to combine network elements beyond those
10 listed in I2A.

11
12 **Q. Has Ameritech's proposed tariff met all of its obligations under**
13 **House Bill 2900?**

14 A. No. Ameritech has sought to limit the types of services it will offer under
15 its tariff. Additionally, the proposed tariff restricts which CLEC customers
16 can receive service. For example, Ameritech's proposed tariff language
17 for EELs states: "The company will cross-connect Unbundled 2 or 4-wire
18 Analog or 2-wire Digital loops to Unbundled DS1 or DS3 Dedicated
19 Transport facilities for the telecommunications carrier's provision of circuit
20 switched or packet switched telephone exchange service to
21 telecommunications carrier's own end user customers." (ILL. C.C. NO.
22 20, Part 19, Section 22, Sheet 4) (emphasis added). The preceding

1 language does not allow EELs for point-to-point service. Moreover, the
2 proposed tariff restricts its provision to the carrier's "own end user
3 customers." The proposed tariff should acknowledge that a CLEC may
4 seek to sell services to an ISP or another telecommunications carrier.
5

6 **Q. Please describe some of the problems that Novacon has had in**
7 **ordering UNEs and UNE combinations from Ameritech.**

8 A. Novacon has requested that Ameritech convert already established
9 standard DS1 point-to-point circuits to UNE Platforms. Ameritech initially
10 asserted that Novacon was seeking special access services and was
11 required to pursue its request under the special access tariffs. Later,
12 Ameritech reversed its position and stated that these circuits were not
13 special access circuits.
14

15 **Q. Did Ameritech then agree to provide the services ordered by**
16 **Novacon?**

17 A. No. Ameritech then came up with a new "theory" that it was not required
18 to convert them because they were not special access and Ameritech did
19 not yet have in place methods and procedures to convert them.
20

21 **Q. What did Ameritech indicate Novacon should do?**

1 A. Ameritech stated Novacon was required to submit a BFR with its request.
2 Ameritech insisted that because Novacon was ordering several UNEs that
3 can be used to convert an existing circuit, Novacon must order those
4 UNEs as a combination. The components that Novacon should be able to
5 get include a loop and transport. However, Ameritech insisted that it
6 would provide the requested services as a combination and only if
7 Novacon went through the lengthy and costly BFR process. The BFR
8 requirement only serves to delay and add unwarranted costs to Novacon's
9 provision of service to its customers.

10
11 In later discussions, Ameritech changed its position and decided that it
12 would not provide Novacon with the requested service under any
13 circumstances. To illustrate the competitive roadblocks that Ameritech
14 has erected, Novacon received an e-mail, dated September 17, 2001,
15 from Ameritech wherein Ameritech responded to Novacon's request for
16 data circuits. In part, Ameritech stated: "Novacon is asking for an
17 unbundled network element that is not provided for in our interconnection
18 agreement", and "unbundling would be contrary to [the] 1996 Act and
19 otherwise inappropriate." Therefore, according to Ameritech, it does "not
20 believe a BFR would result in the provision of the necessary UNEs or
21 circuit facilities."

1 Thus, any attempt by Novacon to meet Ameritech's requirements would
2 not satisfy the utility. Without a proper tariff covering local dedicated
3 services, Ameritech will simply deny CLECs like Novacon the benefits of
4 the law while wasting CLEC and Commission resources.

5
6 Ameritech has also refused to provide new UNE combinations to
7 Novacon. Novacon requested a clear channel point-to-point DS1 circuit to
8 carry combined local customer traffic between points within the LATA.

9 Ameritech responded that it was not required to provide Novacon's
10 request under the 1996 Act and the parties' interconnection agreement.

11 Although I am not a lawyer, it is my understanding that federal law clearly
12 allows CLECs to purchase unbundled elements to provide exchange
13 access services to itself in order to provide interexchange services to end
14 users (codified as 47 CFR 51.309(b)). That is exactly what Novacon has
15 attempted to do.

16
17 **Q. Has the FCC set out any rules that support Novacon's position**
18 **regarding a CLEC's right to UNEs to provide dedicated circuits?**

19 **A.** Yes. The FCC administrative rules make it perfectly clear that Ameritech
20 cannot refuse Novacon's request for dedicated services:

21 An incumbent LEC shall provide a requesting telecommunications
22 carrier access to an unbundled network element, along with all of
23 the unbundled network element's features, functions, and
24 capabilities, in a manner that allows the requesting

1 telecommunications carrier to provide any telecommunications
2 service that can be offered by means of that network element.

3
4 47 CFR 51.307 (c)
5

6
7 **Q. You stated that Ameritech's proposed tariff is deficient regarding the**
8 **existing UNE combinations that Ameritech proposes to offer. Please**
9 **explain.**

10 A. The Ameritech proposed tariff attempts to circumvent House Bill 2900 by
11 limiting UNE Combinations to those associated with circuit switched or
12 packet switched services. Ameritech carefully avoids any reference to
13 point-to-point UNE platforms and provides other impediments designed to
14 limit or restrict its competitors.
15

16 **Q. Is Ameritech's assumption of what is "ordinarily combined"**
17 **accurate?**

18 A. Absolutely not. Ameritech has evidently tailored its definition of "ordinarily
19 combined" to distinguish between voice and data services. As someone
20 familiar with ILEC positions in this area, I see nothing in the 1996 Act that
21 allows such a distinction. The conclusion that the Act does not permit
22 usage restrictions is found in 47 C.F.R. §51.309(a), which provides that
23 "[a]n incumbent LEC shall not impose limitations, restrictions, or
24 requirements on request for, or the use of, unbundled network elements

1 that would impair the ability of a requesting telecommunications carrier to
2 offer a telecommunications service in the manner the requesting
3 telecommunications carrier intends." (Third Report and Order at ¶484).
4 Thus, Ameritech's attempt to create a distinction where none exists is
5 purely Ameritech's construction.

6
7 **Q. What are the specific problems with Ameritech's definition of**
8 **"ordinarily combined"?**

9 A. As an initial matter, the definition of "ordinarily combined" is very important
10 to this proceeding because Ameritech will only provide the UNE-P and
11 EELs that it "ordinarily provides" to its end users. As I just discussed, as
12 Ameritech interprets its definition, Ameritech believes it would be under no
13 obligation to provide data circuits to CLECs. Ameritech provided its
14 definition of "ordinarily combined" as an answer to Staff data request CLG
15 1.03(A).

16
17 For Sections 15 (UNE-P) and 20 (EELs) of its proposed tariff Ameritech
18 states: ". . . for purposes of developing proposed Sections 15 and 20, the
19 term "ordinarily combined" was construed to refer to those combinations
20 of UNEs which are used to provide voice grade service on a widespread
21 (i.e., mass market basis) . . ." (Ameritech answer to Staff data request
22 CLG 1.03(A))(emphasis added).

1
2 If the answer to Staffs' data request CLG 1.03 (A) (See Attachment A) is
3 indicative of Ameritech's position in this case, then Ameritech has clearly
4 gone beyond what is appropriate. First, the term "voice grade" is a
5 limitation nowhere reflected in Illinois or Federal law. Ameritech cannot
6 limit its provision of UNE-P and EELs to strictly voice grade services, but
7 must include data traffic as well. Second, it is unclear what Ameritech
8 means by "widespread (i.e., mass market basis)". These terms appear to
9 be creations of Ameritech's imagination, again not found in or based on
10 Commission policy. In any event, it is also inappropriate for Ameritech to
11 attempt to restrict its provision of services based on what it perceives as
12 some form of market condition.
13

14 **Q. Does Ameritech routinely provided data circuits?**

15 **A.** Yes. Data circuits can be ordered under retail tariff. In fact, in
16 Ameritech's answers to ICC staff data requests the Company indicates
17 that it does provide EELs in substantially the same way as it provides
18 point-to-point circuits on a UNE basis. See Attachment B (AIT attachment
19 to response to Staff DR CLG 1.04(A)).
20

21 In my 41 years of experience I have observed how Ameritech provisions
22 dedicated services and I know that Ameritech has routinely combined

1 various types of data circuits in literally thousands of cases. Because
2 these data circuits are ordinarily combined by Ameritech, the tariff should
3 reflect that Ameritech provisions data services as well as packet and
4 switched services.

5
6 **Q. What is the implication of the term "circuit switched or packet
7 switched" in Ameritech's EELs tariff?**

8 A. Ameritech's language implies that such circuits are provided only for
9 circuit switched voice and packet switch applications. The language in the
10 Ameritech proposed tariff makes no provision for standard point-to-point
11 DS1 circuits. It appears that Ameritech's view is that if a switch isn't
12 employed in the provision of a local service then such service is special
13 access.

14
15 **Q. Is there any difference between special access configurations and
16 the dedicated configuration that Novacon is implementing?**

17 A. In its response to Novacon Data Request 1(A), Ameritech stated that
18 "point-to-point data circuits and special access circuits are functionally
19 identical in that the same types of facilities are used." Ameritech is only
20 partially correct. While both types of circuits are technically similar
21 because they are generally not switched, they are used for different
22 purposes. Special access and dedicated circuits are defined differently by

1 Ameritech's own tariffs and used differently in the market place.

2 Ameritech is creating confusion regarding the term "special access."

3 Point-to-point data circuits and special access circuits are "functionally
4 identical" only insofar as they are lines that connect two points without a
5 switch. A point-to-point data circuit may be used for local service to
6 merely cross the street. By comparison, the functionality of a special
7 access circuit is quite different, where it is used to provide interLATA
8 service.

9
10 **Q. Does Ameritech have a separate tariff for special access?**

11 **A.** Yes. That tariff is ILL. C.C. NO. 21, Part 7. In that tariff, Ameritech
12 defines access services as follows:

13 Special Access Service provides a transmission path to
14 connect customer designated premises or a customer
15 designated premises and a WATS serving office, either
16 directly or through a Telephone Company Hub where
17 bridging or multiplexing functions are performed or to
18 connect a customer designated premises and a telephone
19 Company Hub where cross-connection functions are
20 performed. Special Access Service includes all exchange
21 access not utilizing Telephone Company end office
22 switches.
23

24 As can be seen, special access service is used to connect customers
25 directly to a WATS serving office.
26

27 **Q. Should a point-to-point data circuit be ordered under Ameritech's**

1 **Access Services tariff?**

2 A. No. That type of service does not fit Ameritech's definition of access
3 service because it is not intended to connect customers to a WATS
4 serving office. A customer of Ameritech would purchase point-to-point
5 services (which could be used for data or voice) under ICC Tariff 19, Part
6 15. A reseller could purchase point-to-point services under ICC Tariff 20,
7 Part 22. In fact, Novacon initially purchased point-to-point services for its
8 customers under tariff 19 and has recently purchased resale services from
9 Ameritech under tariff 20. Thus, Novacon is not replacing special access
10 tariffs with UNEs. Instead, it is replacing resale point-to-point services
11 with UNEs.

12
13 **Q. Why is it important to understand what type of tariffed service is**
14 **being replaced by UNEs?**

15 A. The FCC discussed special access within the context of "tariffed special
16 access services" providing access to the long distance network, similar to
17 Ameritech's Tariff 19, Part 7. The FCC concerns regarding special access
18 had to do with ILECs' revenue recovery from private line and PBX carriers
19 who circumvented the conventional long distance network and obtained
20 interstate connections through the use of the ILEC's local exchange. The
21 term special access references the FCC concern over universal service

1 revenues, an issue not impacted by intraLATA or local provision of
2 dedicated traffic.

3
4 **Q. Earlier you said that Novacon provides point-to-point direct access**
5 **service. Is that type of service that concerned the FCC?**

6 A. No. Point-to-point direct access incorporates a dedicated facility that runs
7 between the end-user and Novacon's point of presence on the ILEC's
8 network. Just because a switch is not used, Ameritech should not be
9 allowed to force feed point-to-point access service into the definition of
10 special access. There is no circumvention of access charges in this
11 situation. Novacon is simply providing dedicated non-switched service to
12 its end users.

13
14 **Q. If point-to-point access service is classified as special access, what**
15 **are the consequences under Ameritech's proposed tariff?**

16 A. If point-to-point direct access is characterized as special access,
17 Ameritech will not be required to provide CLECs with the local services
18 they need to compete. In short, Novacon is competing against Ameritech
19 for customers and Ameritech is using its local monopoly bottleneck control
20 to deny Novacon access to UNEs in a manner that impairs its ability to
21 compete.

1 **Q. What does Ameritech's proposed tariff say regarding services for a**
2 **carrier's end user customers?**

3 A. The tariff assumes that there is only one end user - the CLEC's customer.
4 This is incorrect. A CLEC may seek to sell services to an ISP or another
5 telecommunications carrier. Therefore the tariff should reflect the
6 possibility of the resale of third party facilities as well as provisioning
7 services directly to CLEC customers.

8
9 **Q. How would you suggest changing the tariff language?**

10 A. A neutral proposal for Tariff 20, Part 19, Section 20 to ensure data circuits
11 for any type of customer follows:

12 Ameritech Illinois will cross-connect unbundled 2 or 4-wire
13 analog or 2 or 4-wire digital loops to unbundled DS1, or DS3
14 dedicated transport facilities for the telecommunications
15 carrier's provision of exchange service.
16

17 Thus, there would be no mention of different types of service (i.e.,
18 switched or dedicated), or customer restrictions.

19
20 **Q. Are there other sections of Ameritech's tariff that need to be**
21 **corrected?**

22 A. Yes. In the introduction discussion of services, ILL. C.C. No. 20, Part 19,
23 Section 1 (revised sheet 2.1) the tariff lists various services, one of which
24 is dark fiber. However, in the list of activities, such as cross connects

1 found at the end of the tariff, ILL. C.C. No. 20, Part 23, Section 4, there is
2 no reference to the type of activities that would be necessary for
3 unbundled dark fiber loops as there is for other types of loops. Thus, Part
4 23, Section 4, (2nd Revised Sheet No. 9.2), excludes the required cross-
5 connections for Dark Fiber Loops and Dark Fiber Transport. I propose
6 that the following language be included in the final tariff:

7

8 A. Dedicated Interoffice Dark Fiber transport under the
9 provisions of ILL. C.C. No. 20, Part 23, Section 4.B.

10

11 B. Dark Fiber Loops under the provisions of ILL. C.C.
12 No. 20, Part 23 Section 4.

13

14 **Q. Does this conclude your testimony?**

15 **A. Yes.**

16

ICC Docket No. 01-0614
Illinois Commerce Commission
Data Request No. CLG-1.03(A)
Page 1 of 2

Request: In reference to Ameritech UNE provisioning, please provide the following definitions:

(A) Ameritech Illinois' definition of the term "ordinarily combined".

Response: (A) In answering each subpart of this data request CLG 1.03, Ameritech assumes that the request is referring to terms as they appear in the proposed amendments to Ill.C.C. Part 19, Section 15 (Pre-existing and Ordinarily Combined UNE-P) and Section 20 (Extended Enhanced Links ("EELS")), as reflected in the redlined version of those sections distributed to Staff and parties on October 5, 2001.

As used in Section 15, the term "Ordinarily Combined" combination of network elements refers the situation in which a telecommunications carrier requests the Company to provide a combination of network elements of the same type (i.e., unbundled loop and unbundled local switching port with shared transport) that the Company ordinarily combines for its end users, as delineated in that Section. The Ordinarily Combined combination of unbundled network elements, as defined in Section 15, is not currently combined, as that term is defined in Section 15. See 2nd Revised Sheet No. 2 of Section 15.

As used in Section 20, the term "Ordinarily Combined" refers to the situation in which a telecommunications carrier requests the Company to combine the types of unbundled loop and unbundled dedicated transport delineated in that Section. The Ordinarily Combined combination of unbundled network elements, as described in Section 20, is not currently combined as a pre-existing combination.

As will be discussed more fully in the testimony being prepared for submittal on October 25, 2001 in accordance with the procedural schedule, for purposes of developing proposed Sections 15 and 20, the term "ordinarily combined" was construed to refer to those combinations of UNEs which are used to provide voice grade service on a widespread (i.e., mass market basis) without the need to for special design or customization work. It generally does not

**ICC Docket No. 01-0614
Illinois Commerce Commission
Data Request No. CLG-1.03(A)
Page 2 of 2**

include special services, which typically involve customized work. The Company believes that the combinations specifically identified in its proposed tariff includes all of the UNE combinations that are ordinarily combined, although the tariff also provides that if a CLEC believes that there is a "ordinarily combined" combination that is missing from the list, the CLEC make a request for such combination through a BFR process.

Person Primarily Responsible: Scott J. Alexander
Director – Wholesale Marketing
(847) 248-5370

Enhanced Extended Loop (EEL)

Situation

CLEC requests the Company to perform the work to combine the following unbundled Loop and unbundled Dedicated Transport (Interoffice Facility) combination known as Enhanced Extended Loop or EEL.

7. 4-Wire Digital Loop to DS1 Dedicated Transport

Pricing Example

Assumptions

- Unbundled 4-Wire Digital Basic Loop in Area A, B or C
- Unbundled Dedicated Transport (DS1) in Zone 1, 2 or 3
- 5 Miles of Interoffice Mileage
- No Multiplexing Required

<u>Recurring</u>	Area:	<u>A</u>	<u>B</u>	<u>C</u>
➤ Unbundled 4-Wire Digital Basic Loop /1/		\$73.46	\$61.45	\$61.56
➤ Service Coordination Fee /2/				
per carrier bill, per central office		\$1.15	\$1.15	\$1.15
➤ Unbundled DS1 Transport /3/	Zone:	<u>1</u>	<u>2</u>	<u>3</u>
➤ Entrance Facility per point of Termination		\$73.46	\$61.45	\$61.56
➤ Interoffice Mileage Termination				
Per point of Termination, (2) @ 17.35		\$34.70	\$34.70	\$34.70
➤ Interoffice Mileage (5) @ 1.88.....		\$ 9.40	\$ 9.40	\$ 9.40
➤ Cross-Connect (1) /4/		\$.43	\$.43	\$.43
Total:		\$192.60	\$168.58	\$168.80

Non-Recurring

Trunks /5/

- Administration Charge, per order..... \$406.61
- Design and Central Office Connection Charge, per circuit \$632.71
- Carrier Connection Charge, per termination..... \$585.51

Loops /2/

- Service Order Charge, per order..... \$ 8.86
- Line Connection Charge, per termination..... \$ 25.08

Tariff Reference:

- 1 III. C.C. No. 20, Part 19, Section 2, 2nd Revised Sheet No. 31
- 2 III. C.C. No. 20, Part 19, Section 2, 2nd Revised Sheet No. 33
- 3 III. C.C. No. 20, Part 19, Section 12, Original Sheet No. 30
- 4 III. C.C. No. 20, Part 23, Section 4, 1st Revised Sheet No. 46
- 5 III. C.C. No. 20, Part 19, Section 12, Original Sheet No. 40

Enhanced Extended Loop (EEL)

Situation

CLEC requests the Company to perform the work to combine the following unbundled Loop and unbundled Dedicated Transport (Interoffice Facility) combination known as Enhanced Extended Loop or EEL.

7. 4-Wire Digital Loop to DS1 Dedicated Transport

Pricing Example

Assumptions

- Unbundled 4-Wire Digital Basic Loop in Area A, B or C
- Unbundled Dedicated Transport (DS1) in Zone 1, 2 or 3
- 5 Miles of Interoffice Mileage
- No Multiplexing Required

<u>Recurring</u>	Area:	<u>A</u>	<u>B</u>	<u>C</u>
➤ Unbundled 4-Wire Digital Basic Loop /1/		\$73.46	\$61.45	\$61.56
➤ Service Coordination Fee /2/ per carrier bill, per central office		\$1.15	\$1.15	\$1.15
➤ Unbundled DS1 Transport /3/	Zone:	<u>1</u>	<u>2</u>	<u>3</u>
➤ Entrance Facility per point of Termination		\$73.46	\$61.45	\$61.56
➤ Interoffice Mileage Termination Per point of Termination, (2) @ 17.35		\$34.70	\$34.70	\$34.70
➤ Interoffice Mileage (5) @ 1.88.....		\$ 9.40	\$ 9.40	\$ 9.40
➤ Cross-Connect (1) /4/.....		\$.43	\$.43	\$.43
Total:		\$192.60	\$168.58	\$168.80

Non-Recurring

Trunks /5/

- Administration Charge, per order..... \$406.61
- Design and Central Office Connection Charge, per circuit \$632.71
- Carrier Connection Charge, per termination..... \$585.51

Loops /2/

- Service Order Charge, per order..... \$ 8.86
- Line Connection Charge, per termination..... \$ 25.08

Tariff Reference:

- 1 III. C.C. No. 20, Part 19, Section 2, 2nd Revised Sheet No. 31
- 2 III. C.C. No. 20, Part 19, Section 2, 2nd Revised Sheet No. 33
- 3 III. C.C. No. 20, Part 19, Section 12, Original Sheet No. 30
- 4 III. C.C. No. 20, Part 23, Section 4, 1st Revised Sheet No. 46
- 5 III. C.C. No. 20, Part 19, Section 12, Original Sheet No. 40